

COLLECTIVE BARGAINING AGREEMENT

between

THE UNIVERSITY OF OREGON

and

**UNITED ACADEMICS,
AAUP / AFT, AFL-CIO**

JULY 1, 2015 THROUGH JUNE 30, 2018

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RE: Joint Committee Regarding Intellectual Property Article

PREAMBLE

This Agreement, entered into as of the date of ratification, is between the University of Oregon and United Academics, American Association of University Professors - American Federation of Teachers, AFL-CIO.

The University of Oregon (referred to throughout as the University) is the institution of higher education, composed of faculty, students and staff, which employs the University of Oregon faculty. The University is represented by designees of the President, who is charged by law with the responsibility to manage and administer the affairs of the institution.

United Academics (referred to throughout as the Union) is composed of the faculty of the University of Oregon (except those excluded by law or agreement). United Academics is, by law, the exclusive representative of the bargaining unit faculty members for purposes of negotiating the terms and conditions of their employment with the University of Oregon.

The intent and purpose of this Agreement is to establish the working conditions of the bargaining unit faculty members, to further bargaining unit faculty members' pursuit of excellence and innovation in education, research, and service at the University of Oregon and to ensure the success and academic excellence of the University.

The parties recognize that good faith collective bargaining is a means of achieving this purpose and that such collaboration will contribute to the interests of the University of Oregon.

ARTICLE 1. RECOGNITION

Pursuant to the memorandum of understanding entered into by the parties on April 24, 2012, the certification by the Oregon Employment Relations Board dated April 27, 2012, and subsequent agreements, the University recognizes the Union as the sole and exclusive representative of all members of the bargaining unit described as: all full-time and part-time research and instructional faculty employed by the University of Oregon, which includes tenure-related faculty, non-tenure-track faculty, adjunct faculty, post-retired or emeritus faculty, library faculty, and officers of research, including research assistants, research associates, and postdoctoral scholars, but excluding (1) all supervisors, including but not limited to the President, the Provost, Vice Presidents, Vice Provosts, Associate Vice Provosts, Assistant Vice Provosts, Deans, Associate Deans, Assistant Deans and Department Heads; (2) all Law School faculty; (3) all EC Cares faculty; and (4) all confidential employees.

The University will send the union a report listing all faculty excluded from the bargaining unit each quarter on August 1, November 1, February 1, and May 1.

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2
3 **ARTICLE 2. CONSULTATION**

4 **Section 1.** The Union and the President of the University or his or her designee agree to
5 meet at the request of either party to discuss matters pertinent to the implementation or
6 administration of this Agreement, or other mutually acceptable matters. The parties shall
7 meet within 10 business days of receipt of a written request for a meeting. The request
8 shall contain an agenda of items to be discussed.

9 **Section 2.** The parties understand and agree that such meetings shall not constitute or be
10 used for the purpose of contract negotiations. Neither shall such meetings be used in lieu of
11 the grievance procedures provided for in Article 22, Grievance Procedure.
12

13 **Section 3.** Any agreement by the parties under this Article shall be reduced to writing
14 and signed by the parties within 10 days of the meeting.
15
16

ARTICLE 3. SHARED GOVERNANCE

Preamble

Oregon state law and the University of Oregon's original Charter, as well as long-established practice, recognize the vital role of shared governance among the university's governing board, president, and faculty, as a guarantee of the freedom to teach and engage in research, creative activity, and scholarship upon which excellence in higher education depends. In that regard, it is mutually desirable that the collegial system of governance be maintained and strengthened so that the role of the faculty will be similarly maintained and strengthened independent of collective bargaining.

Section 1. The parties agree that it is desirable that the faculty have primary authority over choice of method of instruction; subject matter to be taught; academic standards for admitting students; and standards of student competence in a discipline. The University affirms that in these areas the power of supervision, review, and final decision lodged in the Board of Trustees of the University of Oregon will depart from the faculty judgment on these matters only in rare instances and for compelling reasons communicated to the faculty.

Section 2. The parties agree that the faculty of each department or unit should have the opportunity to participate in the system of shared governance of that department or unit, according to policies initially developed and recommended by the faculty in accordance with Article 4 of this Agreement

Section 3. The University of Oregon Constitution shall remain in existence for the duration of this Agreement subject to the review and modification by the Board of Trustees in accordance with the Board's authority and in consultation with the President and the faculty.

Section 4. The purpose of this Article is for the parties to affirm their commitment to shared governance; as such, violations of this Article are neither grievable nor arbitrable. If the Union perceives a violation of this Article, it may invoke its right to consult with the President under Article 2 of this Agreement.

ARTICLE 4. INTERNAL GOVERNANCE POLICIES

Section 1. Each department and unit will develop a written policy delineating its procedures for the internal governance of the department or unit. All faculty in each department or unit shall have the opportunity to participate in the development of that department or unit's internal governance policy. At the outset of its formulation of such policy, the faculty will first consider any input provided by the appropriate department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will provide a written explanation to all faculty members and, upon request of faculty, meet with the unit faculty to discuss any alterations he or she makes to the recommended policy before submission to the Provost or designee. The Provost or designee will have final authority to establish policy for each department or unit.

Section 2. The department or unit head, dean, vice president, Provost or designee may call for changes to the established governance policy of a department or unit by informing the unit faculty of the change being considered, thereby initiating the unit's process for policy revision. Unit faculty members, either through a governance committee or at a regular faculty meeting, may call for changes to established internal governance policy by notifying the faculty, or department or unit head, of a change to be considered, thereby initiating the process for policy review and possible revision.

Section 3. Policies for internal governance must include provisions for appropriate documentation of decisions and for the appropriate and equitable participation of both faculty in the Tenure Track and Tenured Professor classification and Career NTTF in governance and the development of departmental or unit policies.

(a) The participation must be appropriate. Appropriate participation includes, but is not limited to, departmental activities such as unit meetings, voting, and committee membership. There must be documented and legitimate structural, pedagogical, or programmatic reasons for determining that a class of faculty (TTF or Career NTTF), a particular classification, a particular rank, or a particular FTE level should not participate in a particular aspect of governance.

(b) When participation is appropriate, it must also be equitable. Equitable participation requires a level of parity that allows TTF and Career NTTF in a department or unit to have a meaningful role in governance. Equitable participation does not mean that governance roles for every faculty member must be exactly the same or that there must be absolute proportionality in governance for all faculty classifications and ranks.

Section 4. All unit policies developed through the internal governance process, including but not limited to merit review, professional responsibilities, and review and promotion, should be periodically reviewed to ensure that they comply with and reflect current CBA language and current university policy. Unit faculty members, either through a governance committee or at a regular faculty meeting, may call for changes to established internal policies by notifying the faculty, or department or unit head, of a change to be considered, thereby initiating the process for policy review and possible revision.

**ARTICLE 5. ACADEMIC FREEDOM, FREE SPEECH AND FACULTY
RESPONSIBILITY**

Preamble.

As stated in the Mission Statement, the University of Oregon "strives to enrich the public that sustains it through the conviction that freedom of thought and expression is the bedrock principle on which university activity is based." Academic freedom and freedom of speech are necessary conditions to teaching and research. This policy establishes a robust view of academic freedom and freedom of speech in order to ensure that faculty have the freedom to conduct research, to teach, to engage in internal criticism, and to participate in public debate.

Section 1. The University protects academic freedom and bargaining unit faculty members shall enjoy its benefits and responsibilities:

- (a) The freedom to conduct research and creative work and to publish or otherwise disseminate the results of that work. Within the broad standards of accountability established by their profession and their individual disciplines, faculty members must enjoy the fullest possible freedom in their research and in circulating and publishing their results. This freedom follows immediately from the university's basic commitment to advancing knowledge and understanding.
- (b) The freedom to teach, both in and outside of the classroom. Faculty members must be able not only to disseminate to their students the results of research by themselves and others in their profession, but also to train students to think about these results for themselves, often in an atmosphere of controversy that, so long as it remains in a broad sense educationally relevant, actively assists students in mastering the subject and appreciating its significance.

Section 2. Academic responsibility implies the competent and full performance of duties and obligations and the commitment to support the responsible exercise of academic freedom by oneself and others. Each bargaining unit faculty member has the responsibility to:

- (a) Observe and uphold the ethical standards of his or her discipline in the pursuit and communication of scientific and scholarly knowledge;
- (b) Treat students, staff, colleagues, and the public fairly and with respect in discharging his or her duties and in accordance with this Agreement and University Policy No. 01.00.16 (Freedom of Inquiry and Free Speech), approved by the President on December 28, 2010;
- (c) Respect the integrity of the evaluation process, evaluating students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;
- (d) Represent oneself as speaking for the university only when authorized to do so as part of one's position or professional responsibilities; and

1 (e) Participate, as appropriate, in the system of shared academic governance,
2 especially at the department or unit level, and seek to contribute to the academic
3 functioning of the bargaining unit faculty member's academic unit (program,
4 department, school, or college) and the university.
5

6 **Section 3.** All bargaining unit faculty members are guaranteed the protections of freedom
7 of speech, as derived from the First Amendment of the Constitution of the United States of
8 America and Section 8 of the Article I of the Constitution of the State of Oregon.

9 When faculty members speak or write as members of the public, they should make every
10 effort to indicate that they are not speaking for the university. They may identify their
11 university affiliation so long as no university sponsorship or endorsement is stated or
12 implied.
13

14 The University encourages and supports open, vigorous, and challenging debate across
15 the full spectrum of human issues as they present themselves to the university
16 community. The University protects free speech through Policy No. 01.00.16 (see
17 Appendix I) and all bargaining unit faculty members have the protections derived from
18 that policy.
19
20

1 **ARTICLE 6. POLICIES AND PRACTICES**
2

3 **Section 1.** Bargaining unit faculty members and the University shall comply with all duly
4 adopted administrative rules, policies and procedures of the University's governing
5 board, and the University, and with all published unit- level policies.
6

7 Any ambiguity between published unit-level polices and duly adopted policies and
8 procedures of the University's governing board and/or the University, shall be resolved
9 in favor of the duly adopted policies.
10

11 Any ambiguity between duly adopted policies and procedures of the University's
12 governing board and/or the University and Articles of this Agreement shall be resolved
13 in favor of such Articles.
14

15 **Section 2.** The parties will be bound by practices in effect prior to the effective date of
16 this Agreement, provided that those practices are (1) well-established; (2) concern terms
17 and conditions of employment; (3) significantly affect bargaining unit faculty members;
18 and (4) are consistent with this Agreement and the duly adopted administrative rules,
19 policies, and procedures referenced in Section 1.
20

21 **Section 3.** The University will notify the Union of any new or revised policies passed by
22 the Board of Trustees or signed by the President within 10 days of their adoption.
23
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3 **ARTICLE 7. FACULTY HANDBOOK**

4 **Section 1.** The University shall maintain a Faculty Handbook which shall be complete,
5 up-to-date, and accessible to all bargaining unit faculty members as an online resource
6 available on the Academic Affairs website. A hardcopy of the Faculty Handbook as
7 posted on the website shall be made available to bargaining unit faculty members in the
8 Office of Academic Affairs and also available for electronic download at the beginning
9 of each academic year.

10 **Section 2.** The Faculty Handbook shall be a compendium of issues relating to working
11 conditions for faculty at the university with appropriate resources and links to relevant
12 information.

13
14 **Section 3.** The Academic Affairs website content associated with the Faculty Handbook
15 will be modified consistent with related policy changes as needed.
16

17 **Section 4.** The Academic Affairs Faculty Handbook shall contain a link to the UO Policy
18 Library.
19

20 **Section 5.** The Academic Affairs website, including the Faculty Handbook, will be
21 archived electronically on an annual basis and will be publicly available.
22
23

ARTICLE 8. PERSONNEL FILES

The purpose of this Article is to specify the means of implementation of ORS 351.065.

Section 1. The University's maintenance of bargaining unit faculty members' personnel files and personnel records and a bargaining unit faculty member's access to those files and records shall be in accordance with established university policy.

Section 2. A bargaining unit faculty member shall have the right to inspect each of his or her three evaluative files upon reasonable request during normal operating hours and may be accompanied at the location of the file by a representative of his or her own choice.

A bargaining unit faculty member shall have the right to receive a copy of each of his or her three evaluative files within ten days of a reasonable request at no cost to the bargaining unit faculty member.

Access to personnel files as described in this section are subject to the limitations of applicable state and federal laws.

Section 3. A bargaining unit faculty member shall have the right to inspect of each of his or her personnel records, including records kept by Affirmative Action, upon reasonable request during normal operating hours and may be accompanied at the location of the record by a representative of his or her own choice.

A bargaining unit faculty member shall have the right to receive a copy of each of his or her personnel records, including records kept by Affirmative Action, which has probable or potential relevance to an active grievance. For requests pursuant to this provision, 2.5 hours of the highest compensated chargeable staff time related to the production of these documents will be waived. All records requests related to a single grievance will be combined for purposes of the fee waiver.

If requested records are not produced within 21 days, the active grievance shall be tolled until the records are produced, although the grievant can end the tolling at any time and proceed with the grievance. A bargaining unit faculty member shall have the right to receive a copy of any investigation report used as a basis of discipline against the faculty member at no cost.

Access to personnel records as described in this section are subject to the limitations of applicable state and federal laws.

Section 4. A bargaining unit faculty member is entitled to submit, for placement in personnel files or records, evidence rebutting, correcting, amplifying, or explaining any document contained therein.

Section 5. If a bargaining unit faculty member should become aware that his or her personnel file contains errors of fact or omission, the bargaining unit faculty member may petition, in writing, the Provost or designee to remove or correct the information.

ARTICLE 9. UNION RIGHTS

Section 1. The Union shall have the right to communicate with its members and the members of the bargaining unit at all times without interference by the University, provided such communication does not unduly interfere with the work duties of a bargaining unit faculty member. Communications between bargaining unit faculty members about union matters should not unduly interfere with university operations, students, other employees, or members of the public.

Section 2. Upon reasonable advance notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access services, catering and equipment associated with the use of facilities as a recognized faculty group. The Union will pay all customary fees and charges for its use of the facilities, services and equipment. The University will apply the fees and rates charged to university entities for the Union's use of such rooms and services. Use of the meeting rooms, services, catering and equipment is subject to availability. Academic uses have priority. Facilities, services and equipment will be reserved in the name of United Academics and not in the name of bargaining unit faculty members. The Union will comply with all university policies regarding the use of university meeting rooms, facilities, services and catering.

The Union may communicate with its bargaining unit members by group email to their individual university email addresses. The Union may not send "blast" or group emails to non-bargaining unit employees of the University.

Section 3. The Union shall have the right to separate space on existing bulletin boards in each department or unit where bargaining unit members are employed, but the University may remove or relocate such bulletin boards in its sole and absolute discretion.

Section 4. The Union shall have the right to a list of information for all members of the bargaining unit delivered on the first day of the month at no cost to the Union and in a mutually agreeable format. The list shall include the following information:

- Employee name on record with Human Resources
- University ID number
- University email address
- Campus zip code
- Home address
- Employee Classification
- Employee rank code and rank description
- Employee job title
- Primary Unit
- First date of university employment
- Start date of current appointment
- Last day of current appointment
- Job type (Primary, Secondary, Overload)
- Contract Length (9 or 12 month)
- Job Status (Leave or Active)

- Salary
- FTE
- Percentage of each appointment, if available
- Campus office address, if available

Section 5. The Union shall have the right to an annual report of all promotion and tenure decisions concerning bargaining unit faculty members made by the Provost or designee during the preceding academic year no later than the following September 1.

Section 6. The Union shall have the right to make a presentation, if presentations are made at, and distribute information at orientations that include new bargaining unit faculty members. The presentation shall be for the purpose of introducing attendees to Union and its role in representing bargaining unit faculty members, and will not be used for discussion of labor/management issues or disputes.

Section 7. The Union shall have the right to information and data necessary to administer this Agreement upon the payment of the actual cost of producing the information. Information and data shall be made available in electronic form whenever possible.

ARTICLE 10. DUES DEDUCTION

Section 1. Upon written request on a form provided by the Union and approved by the University, the Union may authorize the University to deduct regular dues once per month from the paycheck of Union members. The amount to be deducted will be certified by the Union's Treasurer.

An authorization shall remain valid until written notice of cancellation is provided by the Union or until the employee is no longer a bargaining unit member, whichever occurs first. The Union shall promptly forward to the University notice of cancellations of a dues deduction authorization. Cancellation notices given by the member directly to the University are invalid unless the member has ceased to be bargaining unit member.

Members of the Union who, for any reason, have a break in employment status with the university shall be considered members of the Union on their reinstatement to a bargaining unit position with the university, and shall have their dues deducted as members of the Union.

Section 2. The University agrees to deduct fair share fees monthly from the paychecks of those employees who have not authorized dues deduction per Section 1. The amount to be deducted will be certified by the Union's Treasurer. Members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing a copy of the Union's policies and procedures regarding fair share fees, including information on possible rebates in accordance with law.

Section 3. The Union and the University agree to safeguard the rights of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employees are members. Religious objectors shall pay an amount of money equivalent to regular union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee and the Union, in accordance with the applicable procedures in ORS 243.666. Such employees shall furnish written proof to the Union and the University that this has been done.

Section 4. The Union will send a notice to the University establishing both the "Members" dues rate and the "Fair Share" fee rate. The Union will notify the University at least 60 calendar days in advance of any changes to these rates.

Section 5. Upon written request from a bargaining unit faculty member on a form provided by the Union and approved by the University, the bargaining unit faculty member may have Political Action contributions deducted from their paycheck.

An authorization to deduct Political Action contributions shall remain valid until the bargaining unit faculty member gives written notice to the University canceling the authorization or until the member separates from university employment. The bargaining unit faculty member shall also provide a copy of any cancellation notice to the Union. Members of the Union who, for any reason, have a break in employment status with the university and who are reinstated to a bargaining unit position may renew their authorization to have Political Action contributions deducted from their paychecks by submitting the appropriate form.

1
2 **Section 6.** The University will send payment to the Union for the total amount deducted
3 with a list identifying the members for whom the deductions are made, the type of
4 deduction, and the amount deducted within 10 working days of the deduction being
5 made.
6

7 **Section 7.** The Union assumes responsibility for and indemnifies the University for all
8 claims against the University, its officers, officials, employees or agents, arising out of or
9 related to this Article. The Union also will, at the option of the Union, either assume the
10 defense of any such claim or reimburse the University for its incurred defense costs at an
11 hourly rate that is no more than the hourly rate charged by the attorneys representing the
12 Union.
13

14 **Section 8.** The University will not deduct any Union fines, penalties, or special
15 assessment from the pay of any bargaining unit faculty member.
16
17

Section 1. The University shall provide the Union with 2.5 annualized FTE of release time each academic year. For purposes of this section, course releases will equate to 0.1 FTE. Such release time may be used for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in the governance of the Union's state and national affiliates. No more than one bargaining unit faculty member may be released for this purpose from any department or unit at one time unless approved in writing by the Provost or designee, which approval shall not be unreasonably withheld.

Section 2. For each of the two terms prior to the expiration of the Agreement, the University shall provide an additional 2.1 FTE per term of release time for distribution to the Union's negotiating team for preparation for and attendance at negotiation sessions. For purposes of this section, course releases will equate to 0.3 FTE per term.

Section 3. The Union will notify the University of the particular faculty members who shall receive release time. Such notice will be provided as far in advance as possible to permit adequate coverage of assignments, but shall be no later than the first working day of the term preceding the release. If the Union opts to use available release time in less than 1 FTE increments, the bargaining unit faculty member and his or her dean, director, vice president or designee will meet and confer to determine which portions of a bargaining unit faculty member's work responsibilities will be released. The parties agree that such release time should be structured to minimize the impact on students.

Section 4. The Union may also purchase up to an additional five courses not to exceed 20 credits of release time, or its equivalent in research, each academic year. No more than one bargaining unit faculty member may be released for this purpose from any department or unit at one time, or from a department from which a bargaining unit faculty member has been released under Section 1 or 2 above, unless approved in writing by the Provost or designee, which approval shall not be unreasonably withheld. The Provost or designee shall have the final authority to approve requested course releases, which approval shall not be unreasonably withheld. The Union will notify the University by May 15 as to whether and how many course releases are being purchased for the following academic year. The University will inform the Union of the amount to be charged for the requested release(s), based on salary, OPE, and recovery of facilities and administrative costs. The Union will reimburse the University for that amount in exchange for the course release.

ARTICLE 12. FACILITIES and SUPPORT

Section 1. The University shall provide bargaining unit faculty members with facilities and services appropriate to the performance of their job duties and conducive to performing their duties in a professional atmosphere.

Section 2. The University shall provide Officers of Instruction with a university email address, a mailbox, access to a telephone number and voicemail, reasonable office space and desk space, and reasonable access to a telephone, a computer, storage space in an office or similar location that locks, a printer, a copier, private space for meeting with students (which need not be dedicated for this purpose), and access to electronic course management systems such as Blackboard. All of the spaces, systems and equipment (except email and mailboxes) listed in this section may be shared.

The parties agree that reasonable office and desk space depends on the particular circumstances, including but not limited to: the space available to the department or unit; the other priorities for the use of the space; the FTE, schedule and nature of the work of the bargaining unit faculty member; and the bargaining unit faculty member's actual use of office and desk space. The University's decision on how to allocate such space will be given deference. If an arbitrator determines that a bargaining unit faculty member's assigned office or desk space is unreasonable, he or she will remand to the University to find an alternative that meets the standard of this section. The arbitrator cannot order that the University's physical space be used in any particular way, or that a bargaining unit faculty member be provided with any particular space.

Section 3. The University shall provide Officers of Research with a university email address, a mailbox, a telephone number and voicemail, appropriate workspace, and appropriate equipment to complete assigned work. All of the spaces, systems and equipment (except email and mailboxes) listed in this section may be shared.

Section 4. Bargaining unit faculty members shall have the right to access their work facilities when needed for the performance of their professional responsibilities. However, this shall not preclude the University from restricting access when necessary for university operations or in case of emergency.

Section 5. A bargaining unit faculty member who complies with the university's processes and deadlines around the assignment of classroom space shall be provided one classroom for the duration of a class period.

(a) Exceptions shall be made for pedagogical reasons or in cases of emergency.

(b) This Agreement recognizes that exceptions may also be made when the length or scheduled time of the class period makes it difficult to provide a single classroom for the entire class meeting. In those circumstances, the University will take every reasonable step to avoid these exceptions by anticipating late enrollment and the needs of programs where length and schedule time of class periods may be different from the classroom scheduling protocols applicable elsewhere in the university.

- 1 (c) A bargaining unit faculty member has the right to discuss with his or her supervisor
2 preferences for or concerns about specific classrooms before assignments are made.
3
- 4 (d) Bargaining unit faculty members will be provided with classroom space sufficient
5 to seat the maximum enrollment established at the time the course is opened for
6 student registration.
7
- 8 (e) Assigned classrooms will have the technology identified as necessary by the
9 bargaining unit member and approved by the university at the time the course is
10 opened for student registration. Reasonable technological support will be made
11 available to all faculty.
12
- 13 (f) The University may change a classroom assignment if a classroom is determined to
14 be inaccessible for a student or employee. A bargaining unit faculty member should
15 notify the Office of the Registrar as soon as he or she identifies a barrier to the
16 access of a student or employee to or within a classroom. The University will
17 comply with all applicable laws regarding disabilities and access for bargaining unit
18 faculty members.
19

20 **Section 6.** All bargaining unit faculty members shall be assigned, and shall be expected to
21 use for university purposes, a University of Oregon email account, a Duckweb account, and
22 a DuckID at least 15 days before the employment start date or as soon as practicable.
23 Bargaining unit members shall follow university procedures and provide requested
24 information in order to obtain such services.
25

26 All bargaining unit faculty members not terminated for cause and who have complied with
27 terms of this Agreement and all policies applicable to the use of university email shall be
28 provided access to a University of Oregon email account, a Duckweb account, and
29 university courseware for at least two terms after the end of their employment. The former
30 bargaining unit faculty member must continue to comply with the terms of this Agreement
31 and all policies applicable to the use of university information assets.
32

33 **Section 7.** The University shall comply with all laws regarding accessibility of web- based
34 communications. The University shall furnish appropriate aids and services to bargaining
35 unit faculty members with disabilities as required by law. In determining what type of
36 auxiliary aid and service is necessary, the University shall be responsive to the requests of
37 the bargaining unit faculty member with disabilities.
38
39

ARTICLE 13. HEALTH and SAFETY

Preamble. The University of Oregon is noted for its strong tradition of collegiality and support for all members of the institution. Hostile, intimidating, or abusive behavior damages the strong sense of community so valued at UO. We should all work to ensure that each member of our community benefits from a respectful and inclusive working and learning environment. We expect that everyone will make a conscious effort to model the behavior necessary to create an inclusive and respectful climate for all.

Section 1. Bargaining unit faculty members have the right to work in a safe and healthy workplace that meets the safety and health requirements of the Oregon Safe Employment Act and is an environment that is not hostile, intimidating, or abusive. Bargaining unit faculty members shall not be required to work under conditions that violate applicable safety or health laws or regulations.

(a) A bargaining unit faculty member may report a condition that he or she believes does not comply with applicable safety or health laws. The University will assess the report.

(b) Upon conclusion of the assessment, the University shall inform the bargaining unit member (in writing if the report was made in writing) of the conclusion and what, if any, action is being taken.

Section 2. Bargaining unit faculty members will attend all required training on workplace health and safety offered by the University. Bargaining unit faculty members will be paid for attendance at required trainings.

Upon reasonable request, a bargaining unit faculty member will be provided instruction on how to safely operate equipment provided by the University for use by the bargaining unit faculty member in the performance of his or her duties.

Section 3. The Union may appoint two representatives to the Safety Advisory Committee.

Section 4. The University will develop a comprehensive written workplace violence prevention policy. The Union will have an opportunity to fully participate in the development of the policy.

At a minimum, the policy will address avoiding workplace violence, verbal and nonverbal threats, and similar actions, and will provide a procedure for the prompt reporting of incidents.

The policy will be developed and submitted to the Provost or designee. The Provost or designee will have final authority to establish the policy. If the Provost or designee materially alters the recommended policy, he or she will provide a written explanation for the change(s) to the Union.

The workplace violence prevention policy will be posted on the Human Resources website.

1
2 **Section 5.** No bargaining unit faculty member will be subject to discrimination, discipline,
3 or termination for reporting that he or she has experienced workplace violence or the threat
4 of workplace violence.
5
6
7

1 **ARTICLE 14. NON-DISCRIMINATION**

2

3 **Section 1.** The University affirms its dedication to the principles of equal opportunity and
 4 freedom from unlawful discrimination; as such, the University will not discriminate on
 5 account of any of the protected categories under current federal, state, or local law,
 6 including the following: race, creed, color, sex, religion, national origin, ancestry,
 7 marital status, domestic partnership status, familial status, age, disability, veteran status,
 8 sexual orientation, gender identity or expression, or membership or non-membership in
 9 or activity on behalf of or in opposition to the Union. Unlawful discrimination includes
 10 unlawful sexual harassment.

11

12 The University affirms its obligations as a federal contractor with regard to affirmative
 13 action.

14

15 **Section 2.** The University will offer all bargaining unit faculty members training
 16 regarding unlawful discrimination. A bargaining unit faculty member shall complete
 17 any training regarding unlawful discrimination that is required by the University.
 18 Bargaining unit faculty members will ordinarily be required to complete training
 19 regarding unlawful discrimination no more frequently than once every five years.
 20

21 **Section 3.** Neither the University nor the Union shall unlawfully discriminate against,
 22 intimidate, restrain, coerce, or interfere with any bargaining unit faculty member because
 23 of, or with respect to, his or her lawful union activities, including participation in a
 24 grievance, or membership, or the right to refrain from such activities or membership. In
 25 addition, there shall be no discrimination against any bargaining unit member in the
 26 application of the terms of this Agreement because of membership or non-membership in
 27 the Union.
 28
 29

1 **ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK**

2

3 **Section 1.** The University shall assign each bargaining unit faculty member the

4 classification, category, and rank that most closely reflect the duties described in his or her

5 contract and job description.

6

7 **Section 2. Classification**

8

9 The following are the classifications that apply to faculty bargaining unit positions. A

10 classification identifies the type of position.

- 11
- 12 (a) **TENURE-TRACK AND TENURED:** A paid position wherein an individual is
- 13 designated by the University in writing as eligible for tenure or has been granted
- 14 tenure in writing by the Provost.
- 15
- 16 (b) **ACTING:** A tenure-track paid position for individuals intended by the University to
- 17 become tenure-track assistant professors but who have yet to complete the terminal
- 18 degree.
- 19
- 20 (c) **CAREER:** A non-tenure track paid position that is ongoing.
- 21
- 22 (d) **VISITING:** A non-tenure track paid temporary appointment of limited duration (up
- 23 to two years) for (1) an individual who holds a like, similar, or relevant appointment
- 24 at another institution or (2) pursuant to norms of the specific discipline, an
- 25 individual who has recently obtained a terminal degree and is seeking further
- 26 professional experience prior to seeking a professorship.
- 27
- 28 (e) **PRO TEMPORE:** A non-tenure track paid appointment that is intermittent or of
- 29 limited duration except as provided in Article 16, Section 13.
- 30
- 31 (f) **POSTDOCTORAL SCHOLAR:** A non-tenure track paid, mentored research,
- 32 instructional, librarian, or combined position that is of limited duration for
- 33 individuals who have earned a doctoral degree.
- 34
- 35 (g) **RETIRED:** A non-tenure track paid appointment post-retirement. A bargaining unit
- 36 faculty member is considered to be retired if he or she resigns or is terminated
- 37 without cause from employment with the university or enters into a tenure reduction
- 38 or relinquishment agreement and is:
- 39
- 40 i. eligible for unreduced or reduced benefits under the Public Employees
- 41 Retirement System (for participants in PERS) or the Oregon Public Service
- 42 Retirement Program (for participants in OPSRP);
- 43
- 44 ii. eligible under Internal Revenue Service rules to withdraw funds from an
- 45 account established under Optional Retirement Plan and meets the
- 46 requirements for unreduced or reduced benefits under, depending on date of
- 47 hire, PERS Tier 1 or 2 or the OPSRP. This classification includes the post-
- 48 retired or emeritus faculty described in Article 1, Recognition.

Section 3. Category

The following are the categories that apply to bargaining unit positions. A category describes a rank or group of ranks.

- (a) PROFESSOR: This category can only be used in the Tenure Track or Tenured, Acting, Visiting, or Retired classifications. This category requires paid appointment with duties in all three areas of independent research, scholarship, and/or creative inquiry; instruction; and service.
- (b) CLINICAL PROFESSOR: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment for individuals with primary duties in the area of clinical instruction or research.
- (c) PROFESSOR OF PRACTICE: This category can only be used in the Visiting, Career, Pro Tem, or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the area of research or instruction. This category is to be held by eminently qualified professionals who have had a major impact on fields and disciplines important to University of Oregon programs. A Professor of Practice will:
 - have a substantial basis of experience equal to a tenured professor (normally a minimum of 12 years) and a national/international reputation for excellence reflected in a record of significant accomplishments;
 - have a profile of accumulated professional accomplishments fully congruent with the rank of professor;
 - have a rich and extensive background in a field and discipline relevant to the school, college, or unit of appointment at the University of Oregon; and
 - serve as a liaison between the professional field and the University of Oregon.
- (d) INSTRUCTOR: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the area of undergraduate instruction. Instructor duties may include advising and mentoring responsibilities as well as possibility of involvement in design and development of courses and the curriculum.
- (e) LECTURER: This category can only be used in the Visiting, Career, Pro Tem or Retired classifications. This category requires a non-tenure track paid appointment with primary duties in the area of graduate instruction and education. The duties may also include some undergraduate instruction and mentoring and advising responsibilities, as well as the possibility of involvement in design and development of courses and the curriculum. Appointments in the Lecturer category require the terminal degree (or its professional equivalent) relevant to the appointment, but

1 holding a terminal degree does not by itself entitle a bargaining unit faculty member
2 to appointment in the Lecturer category.

3
4 (f) LIBRARIAN: This category can only be used in the Visiting, Career, Pro Tem, or
5 Retired classifications. This category requires a non-tenure track paid appointment
6 with primary duties in the university libraries. Appointments in the Librarian
7 category require a terminal professional degree, but holding a terminal degree does
8 not by itself entitle a bargaining unit faculty member to appointment in the
9 Librarian category.

10
11 (g) RESEARCH ASSISTANT: This category can only be used in the Visiting, Career,
12 Pro Tem or Retired classifications. This category requires a non-tenure track paid
13 appointment for individuals who have typically earned a bachelor's or master's
14 degree. Primary duties are in the area of research. Research Assistants typically
15 work as members of a research team under the direct supervision of other faculty
16 researchers.

17
18 (h) RESEARCH ASSOCIATE: This category can only be used in the Visiting, Career,
19 Pro Tem or Retired classifications. This category requires a non-tenure track paid
20 appointment for individuals who have the terminal degree relevant to the
21 appointment. Primary duties are in the area of research, which are typically
22 undertaken as part of a research team or lab. Appointments in the Research
23 Associate category require a terminal degree (or its professional equivalent) in a
24 relevant field, but holding a terminal degree does not by itself entitle a bargaining
25 unit faculty member to appointment in the Research Associate category.

26
27 (i) RESEARCH PROFESSOR: This category can only be used in the Visiting, Career,
28 Pro Tem or Retired classifications. This category requires a non-tenure track paid
29 appointment with duties primarily in the area of independent research, scholarship
30 and/or creative inquiry. Appointments in the Research Professor category require a
31 terminal degree relevant to the appointment. Primary duties are independent lines of
32 inquiry, which can be related to the work of colleagues but not dependent on it. A
33 Research Professor will have qualifications and research expectations equal to or
34 exceeding those for a tenure-track/tenured professor at the same rank in related
35 fields.

36
37 (j) POSTDOCTORAL SCHOLAR: This category can only be used in the Postdoctoral
38 Scholar classification. This category requires a non-tenure track paid appointment
39 for a temporary and defined period of formally mentored research, instruction,
40 librarianship, or scholarly training, for the purpose of allowing the Postdoctoral
41 Scholar to acquire the professional skills needed to pursue a career path of his or her
42 choosing. The appointment requires a doctoral degree. At the time of appointment,
43 hiring documentation should include an articulated program of mentoring with an
44 identified mentor.

45 46 **Section 4. Rank**

47
48 The following are the ranks within categories that apply to bargaining unit faculty

members. Ranks define the level of promotion within a category.

- (a) PROFESSOR: Ranks in this category in ascending order are assistant professor, associate professor, and professor.
- (b) CLINICAL PROFESSOR: Ranks in this category in ascending order are assistant clinical professor, associate clinical professor, and clinical professor.
- (c) PROFESSOR OF PRACTICE: The only rank in this category is professor of practice.
- (d) INSTRUCTOR: Ranks in this category in ascending order are instructor, senior instructor I, senior instructor II.
- (e) LECTURER: Ranks in this category in ascending order are lecturer, senior lecturer I, senior lecturer II.
- (f) LIBRARIAN: Ranks in this category in ascending order are assistant librarian, associate librarian, and senior librarian.
- (g) RESEARCH ASSISTANT: Ranks in this category in ascending order are research assistant, senior research assistant I, senior research assistant II.
- (h) RESEARCH ASSOCIATE: Ranks in this category in ascending order are research associate, senior research associate I, senior research associate II.
- (i) RESEARCH PROFESSOR: Ranks in this category in ascending order are assistant research professor, associate research professor, and research professor.
- (j) POSTDOCTORAL SCHOLAR: The only rank in this category is Postdoctoral Scholar.

Section 5. At the time of hire, the University shall assign each bargaining unit faculty member a rank within the classification and category described in the job posting.

Nothing shall preclude a bargaining unit faculty member from being assigned and performing other duties not described in his or her specific classification, category, or rank as long as those duties are consistent with his or her job description.

Section 6. If the University non-renews a position in the Career classification for economic or programmatic reasons, then the position cannot be refilled in the Visiting, Pro Tem or Postdoctoral Scholar classification within the subsequent two years unless approved by the Provost or his or her designee.

Section 7. The duration of a position in the Pro Tem classification shall be no more than three years. If the University decides to continue a position in the Pro Tem classification for longer than three years, the position must be converted to a Career position. In rare cases, a department or unit may petition the Provost to continue a position in the Pro Tem

1 classification for longer than three years for legitimate pedagogical or legitimate
2 programmatic reasons. Permission to continue a position in the Pro Tem classification for
3 longer than three years must be granted by the Provost or designee in writing.

4
5 **Section 8.** The duration of a position in the Postdoctoral Scholar classification shall be
6 no more than three years. Postdoctoral mentors, however, may petition the Provost or
7 designee for an extension of no more than two years. Permission to continue a position
8 in the Postdoctoral Scholar classification for longer than three years must be granted by
9 the Provost or designee in writing.

10
11 **Section 9.** The University shall provide the Union with an annual report of all
12 permissions to extend a position in the Pro Tem or Postdoctoral Scholar classification
13 beyond three years made by the Provost or designee during the preceding academic year
14 no later than the following September 1.

15
16 **Section 10.** Bargaining unit faculty members in the Career classification shall have the
17 right to petition the Provost or designee to have their position recategorized if they believe
18 that their position was categorized incorrectly at the time of first hire or their position has
19 evolved to more closely resemble a different category. If a petition for recategorization is
20 denied, a bargaining unit faculty member may petition again after completion of at least
21 one additional year of service in the position.

22
23 When a position is recategorized through this process, the bargaining unit faculty member
24 will be assigned a new rank equivalent to their rank in the former category.

25
26 **Section 11.** Bargaining unit faculty members in the Pro Tem or Visiting or Postdoctoral
27 Scholar classification who believe that their positions should be positions in the Career
28 classification may petition for reclassification after the completion of two years of
29 appointment. Because the defining characteristic of the Pro Tem and Visiting and
30 Postdoctoral Scholar classifications is their limited duration, the decision of the Provost or
31 designee should be guided by the current and anticipated duration of the position.

32
33 **Section 12.** When a position is reclassified from a non-tenure track classification into the
34 Tenure Track and Tenured classification, a new national search is always required to fill
35 the position. For other classifications, a national search is permissible, but not required
36 when the original search was national in scope and when the incumbent has had successful
37 reviews.

38
39 **Section 13.** A reclassification or recategorization shall take effect at the beginning of the
40 next fiscal year, contract renewal, or academic year, or other date as approved by the
41 Provost or designee.

42
43 **Section 14.** A change in rank within a category requires a promotion.

1 **ARTICLE 16. NOTICES OF APPOINTMENT**

2
3 **Section 1. Notice of Renewal or Nonrenewal.**

- 4
5 (a) The University shall provide notice of renewal or nonrenewal of a Career
6 NTTF appointment that is not funding contingent via email no later than May
7 1st of the last year of the faculty member's current appointment.

8
9 Notice of renewal will state the following:

- 10 i. Duration of upcoming appointment; and
11 ii. If the upcoming appointment is contingent on funding; and
12 iii. Expected FTE

- 13
14 (b) The University shall provide notice of renewal or nonrenewal of a Career NTTF
15 appointment that is funding contingent via email as soon as practicable.

16
17 Notice of renewal will state the following:

- 18 i. Duration of upcoming appointment; and
19 ii. If the upcoming appointment is contingent on funding; and
20 iii. Expected FTE

- 21
22 (c) A bargaining unit faculty member with a Career NTTF appointment that is funding
23 contingent and who has achieved promotion shall receive at least 30 days of notice
24 prior to the nonrenewal of his or her appointment.

- 25
26 (d) The employment of a bargaining unit faculty member in the Pro Tem,
27 Visiting, Postdoctoral Scholar or Acting classifications expires in accordance
28 with its terms and no notice is required.

29
30 **Section 2. Nonrenewal of Career Non-Tenure-Track Faculty Rationale.** The
31 University may decline to renew the appointment of a Career NTTF bargaining unit
32 faculty member who has achieved promotion for the following reasons:

- 33
34 (a) Failure to meet the standards of excellence at a major research university, as
35 determined through the procedures developed in accordance with Article 19;
36 or
37 (b) Inadequate resources within the unit or department to continue funding the
38 bargaining unit faculty member's position; or
39 (c) Pedagogical or programmatic reasons, including but not limited to,
40 departmental adjustments necessary to accommodate graduate students; or
41 (d) Replacement of the NTTF position(s) with a Tenure-related position.

42
43 Career NTTF bargaining unit faculty members who have not yet been promoted may be
44 non-renewed, at the discretion of the University, pursuant to the timelines provided for
45 in Section 1.

46
47 The University shall provide a written statement documenting the reason for the
48 nonrenewal at the time of notice.

1
2 It is acknowledged that in the nonrenewal decisions pursuant to this section, subsection (a),
3 (c) and (d) rely on the University's exercise of academic judgment. Decisions made based
4 on the basis of inadequate resources as described in (b) may or may not rely on academic
5 judgment.

6
7 **Section 3.** Grievances related to non-renewal decisions can be initiated at the Step 3 level.

8
9 **Section 4.** On or before July 1 of each year, the University will send a report to the Union
10 detailing the non-renewal decisions for that year. The report will list the department and
11 stated reason the faculty member was non-renewed.

12
13 **Section 5. Lack of Renewal Notice**

14
15 (a) If the University does not provide a bargaining unit faculty member with notice as
16 set forth in Section 1, he or she shall receive a payment proportional to his or her
17 base salary for the number of days the notice was late.

18
19 (b) A bargaining unit faculty member who does not receive notice as set forth in
20 Section 1 and continues to work under the terms and conditions of the expiring
21 appointment after that appointment expires will be paid for all work performed.

22
23 **Appointments and Reappointments**

24
25 **Section 6.** The Provost or designee shall provide a bargaining unit faculty member to be
26 appointed or reappointed to a position subject to this Agreement with written notification
27 of the appointment or reappointment. Notice by any other means is not valid notice and
28 does not cause the formation of an agreement between the University and the bargaining
29 unit faculty member. Oral promises regarding terms and conditions of employment and
30 representations made in writing by persons other than the Provost or those designated by
31 the Provost are not binding upon the University. The notice of appointment or
32 reappointment, which may be provided electronically such as by email or link to a
33 website, shall include, but need not be limited to, the following:

- 34
35 a. Effective date of appointment
36
37 b. Classification, category, and rank
38
39 c. Department and title
40
41 d. Duration of appointment and/or if appointment is contingent on funding
42
43 e. Tenure status, including the nature of any restrictions on eligibility for tenure
44 and any credit for prior service; or
45
46 f. Career status, including the nature of any restrictions on eligibility for
47 promotion and any credit for prior service
48

1 g. Salary

2
3 h. FTE

4
5 i. Other requirements of employment

6
7 **Section 7. Notice of Appointment Timelines for New Faculty**

8
9 Notices of appointment for new bargaining unit faculty members shall be provided as
10 soon as practicable.

11
12 **Section 8. Notice of Reappointment Timelines for Continuing Faculty**

13
14 (a) The University shall provide notice of reappointment to returning Career NTTF
15 who are not funding contingent no later than 30 days prior to the start date of their
16 appointment.

17
18 (b) The University shall provide notice of reappointment to returning Career NTTF
19 who are funding contingent no later than 30 days prior to the start date of their
20 appointment, when feasible.

21
22 **Section 9.** The University will provide a bargaining unit member with written information
23 concerning duties, responsibilities and institutional expectations. The University shall
24 provide such written information, which may be provided electronically such as by email
25 or link to a website, within a reasonable time of the notice of appointment or
26 reappointment and whenever significant changes occur. The written information shall
27 include:

28
29 a. Professional responsibilities (see Article 17)

30
31 b. Link to faculty handbook and school, college, or department policies

32
33 **Section 10. One-Year Appointments**

34 Bargaining unit faculty members who have appointments with the Career classification
35 and rank of instructor, lecturer, research assistant, research associate, assistant clinical
36 professor, or research assistant professor shall have at least one-year appointments during
37 their first four academic or fiscal years of employment in rank.

38
39 **Section 11. Two-Year Appointments**

40 Bargaining unit faculty members who have appointments with the Career classification
41 and rank of instructor, lecturer, research assistant, research associate, assistant clinical
42 professor, or research assistant professor shall have at least two-year appointments after
43 their first four academic or fiscal years of employment in rank.

44
45 **Section 12. Three-Year Appointments**

46 Bargaining unit faculty members who have appointments with the Career classification and rank
47 of senior instructor I, senior instructor II, senior lecturer I, senior lecturer II, senior research
48 assistant I, senior research assistant II, senior research associate I, senior research

1 associate II, associate clinical professor, clinical professor, research associate professor,
2 research professor or professor of practice shall have at least three-year appointments.

3
4 **Section 13.** The status quo with respect to length of contracts for Librarians shall be
5 maintained subject to the provisions of Article 19, Section 7.

6
7 **Section 14. Length of Funding Contingent Appointments.** Notwithstanding Sections 8-
8 11 of this Article, an appointment cannot be issued for longer than funding is known to be
9 available. Further, regardless of appointment length and in contrast to appointments that
10 are not funding contingent, a funding contingent appointment can be terminated due to
11 lack of funding, changing programmatic needs, or poor performance by the bargaining
12 unit faculty member holding the appointment, subject to the notice requirements of
13 Section 1 of this article.

14
15 Before terminating a funding contingent appointment for a bargaining unit faculty
16 member's poor performance, the University must meet with the bargaining unit faculty
17 member to discuss the poor performance and provide the bargaining unit faculty member
18 with written instructions and a timeline to remedy the poor performance.

19
20 **Section 15.** Appointment or reappointment duration for bargaining unit members in the
21 Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the discretion of
22 the University, in compliance with the provisions of this Agreement.

23
24 **Section 16.** The duration of the appointment for a Postdoctoral Scholar and the provisions
25 for appointment, renewal, or nonrenewal will be specified at the time of hire and included
26 in the written notification of appointment.

27
28 **Section 17.** The University may make appointments in the Pro Tem classification when
29 such appointments are advisable and in compliance with the terms of this Agreement. A
30 position in the Pro Tem classification is not expected to last more than three years. Pro
31 Tem positions may extend beyond three years, or a position may be filled by Pro Tem
32 faculty on an ongoing basis, if appropriate, for legitimate pedagogical or legitimate
33 programmatic reasons. Permission to continue a position in the Pro Tem classification for
34 longer than three years must be granted by the Provost or designee in writing, as per
35 Article 15, Section 7.

36
37 **Section 18.** The University supports and encourages, where feasible and appropriate, the
38 creation of NTTF appointments at .50 FTE or above. The University may not appoint a Career
39 NTTF at an FTE level of below .50 FTE to preclude providing benefits. Aggregate appointments
40 across two or more departments that total .50 FTE or above will receive benefits.

41
42 **Section 19.** The initial appointment in the Tenure-Track and Tenured Professor
43 classification will usually be to the rank of assistant professor, without tenure, and for a
44 period of three years unless the University and the bargaining unit faculty member agree
45 to a shorter duration. At the time of hire, the University and the bargaining unit faculty
46 member may agree upon credit toward tenure for prior service. Such agreement will be
47 documented in the initial appointment. The University and the bargaining unit faculty
48 member may agree to reduce or forego the credit for prior service. Such agreement will

1 be documented in a revised notice of appointment.

2
3 **Section 20.** If an appointment of a full-time, tenure-track bargaining unit member is not to
4 be renewed for reasons other than for just cause (Article 24) or program elimination or
5 reduction (Article 25), notice of nonrenewal shall be given in writing as follows: during
6 the first annual appointment, by March 15 for those whose contracts expire on or about
7 June 15, or at least three months' notice given prior to expiration of the appointment,
8 whichever is longer; during the second year of service, by December 15 for those whose
9 contracts expire on or about June 15, or at least six months' notice given before expiration
10 of the appointment, whichever is longer; in the third and subsequent years of service, at
11 least 12 months' notice, which may be given at any time.

12
13 **Section 21. Impact of enrollment on appointments.** In the event of course cancellation
14 for insufficient enrollment:

- 15
16 (a) The University will work with the affected faculty member to determine if it is
17 possible to replace the course assignment with an equivalent course assignment
18 within the same appointment period and academic year. The assignment of an
19 equivalent course pursuant to the Section shall not be considered an overload
20 assignment.
21
22 (b) If it is not possible to replace the course assignment within the same appointment
23 period and academic year, the department may provide an equivalent, alternative
24 assignment consistent with the department's workload policy. Examples of such
25 work include but are not limited to the following: advising; determining course
26 equivalencies for transfer credit; assessment projects; curriculum development;
27 substitute teaching; recruiting for study abroad programs. The equivalent,
28 alternative assignment must be completed during the same term the cancelled
29 course was scheduled.
30
31 (c) If assignments cannot be made under (a) and (b) of this section, the bargaining
32 unit faculty member shall be assigned faculty-related work by the Dean's office.
33

34 **Section 22.** There will not be notices of appointment associated with Summer Session
35 instructional appointments. The provisions of Summer Session appointments will be
36 communicated in writing or email in accordance with Article 18.
37
38

ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES

Preamble. The University and the Union recognize that, given the diverse nature of the work performed by bargaining unit faculty members, the varying types of appointments, and the needs of the university, the weighting of assignments and the particulars of individual assignments will vary both between and within units. The University and the Union also recognize that each bargaining unit faculty member has the obligation to devote his or her best efforts to the university, and particularly to students; to perform all duties with professionalism and diligence and in accordance with the standards appropriate in AAU institutions; to act ethically and in compliance with the accepted professional standards; to account for all money or property received; to use money and property only for lawful purposes and in accordance with policy; to treat confidential information as confidential; to cooperate with the university with regard to investigations, audits, and legal proceedings; and to represent the university with professionalism.

Section 1. Assignment of professional responsibilities may consist of some combination of instructional activities (including class preparation, classroom teaching, evaluation of student work, advising and mentoring, and various forms of communication with students); research, scholarship, and creative activity; and service within the department, school, college or institute, and the university, and to external organizations, and communities.

Section 2. The faculty in each department or unit will begin the process of developing a written policy for the assignment of professional responsibilities and stipends or academic support resources, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will document and discuss any revisions he or she makes to the policy with the faculty before submitting his or her recommended policy to the Provost or designee. The Provost or designee will have final authority to establish the policy for each department or unit. If the Provost or designee materially alters the faculty-recommended policy, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Section 3. The workload policy shall define a 1.0 FTE workload for all academic instructional classifications and ranks employed by the department or program, and shall address how each of the following items contribute to the overall FTE. For non-instructional classifications or where tenure-related or non-tenure track faculty are not primarily instructional, specific job descriptions should be developed to address the particular workload of the bargaining unit faculty member. Instructional faculty workloads will, in general, address the following:

- a. Course load
- b. Service expectations